

Case No. Dunn et al. 1-1  
SL&W No. 6005-103US  
S&L No. P27,414 USA

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

INVENTOR (S) : Jeffrey H. Dunn & Cynthia E. Martin  
Application No. : 10/825,777  
Filed : April 15, 2004  
Title : AUTHENTICATION MECHANISMS FOR CALL  
CONTROL MESSAGE INTEGRITY AND  
ORIGIN VERIFICATION  
Docket No. : Dunn et al. 1-1

Commissioner for Patents  
Mail Stop Missing Parts  
P.O. Box 1450  
Alexandria, VA 22313-1450

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Mail Stop Missing Parts, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Date of Deposit : 8/25/04

Adjustment date: 09/10/2004 HALI11  
08/30/2004 FFAHIA2 00000041 233040 10825777  
01 FC:1460 130.00 CR

Name : Thomas J. Onka, 42,053

Signature

09/10/2004 HALI11 00000001 10825777  
01 FC:1460 130.00 CR

Date of Signature : 8/25/04

PETITION UNDER 37 CFR 1.47 (b)

Attorneys for Lucent Technologies, Inc. (Lucent) respectfully petition the Commissioner of Patents and Trademarks to accept this submission in response to the enclosed "Notice to File Missing Parts of Nonprovisional Application", which cites as missing an oath or declaration in the application materials.

On April 15, 2004, Matthew Hodulik, Intellectual Property Corporate Council to Lucent, authorized Synnestvedt, Lechner and Woodbridge (SL&W) , LLP to file a patent application (the application) that had been prepared by SL&W. The application was titled

08/30/2004 FFAHIA2 00000041 233040 10825777  
01 FC:1460 130.00 CR

“AUTHENTICATION MECHANISMS FOR CALL CONTROL MESSAGE INTEGRITY AND ORIGIN VERIFICATION” and became US Patent Application 10/825,777. The Application Data Sheet accompanying the application listed the names and last addresses of the only two inventors -- Cynthia Martin (Martin) of 10263 Wilde Lake Terrace, Columbia, Maryland 21044 and Jeffrey Dunn (Dunn) of 4214 Crest Place, Ellicott City, Maryland 21043. The application did not contain a signed declaration.

In January 2004, Thomas Onka, Esq. (Onka) of SL&W commenced work on writing of the application. At that time Martin and Dunn were no longer employees of Lucent. The application itself was prepared primarily by Onka's reliance upon materials disclosed in a paper entitled “Authentication Mechanisms for Call Control Message Integrity and Origin Verification in Asynchronous Transfer Mode (ATM) and Frame Relay (FR) Networks” authored by Martin and Dunn and submitted by them on or about March 10, 2003 for publication in the Bell Labs Technical Journal. The Bell Labs Technical Journal publishes work-related articles submitted by Lucent employees. This particular article was subsequently published on February 18, 2004 in Vol. 8, No. 3, pages 79-91 of that journal. On information and belief and as evidenced by the submission of this journal article, both Martin and Dunn were employees of Lucent at the time of the invention of the subject matter of the application. Further, both were hired to invent and the subject matter of the invention described in the application is within the scope of their employment.

During January and February 2004, drafts of the application were repeatedly sent to both Martin and Dunn, requesting their comments. On February 18, 2004, Martin informed Onka, that an attorney would be contacting Onka regarding the application. On February 20, 2004 Dunn instructed Onka to contact his attorney, a William Ramsey, Esq. (Ramsey). Ramsey advised Onka that Dunn would not cooperate in filing the application, asserting that Dunn had no obligation to assign the invention to Lucent. On March 5, 2004 Onka e-mailed Martin asking if Mr. Ramsey also represented her and inquiring if she would cooperate in filing of the application. On March 17, 2004 Onka received a letter dated March 11, 2004 (copy attached) from Christopher Tsien, Esq. (Tsien) stating that he represented both Martin and Dunn and requesting all future communications intended for his clients be directed to him.

While Declaration and Assignment forms relating to the application had been supplied to the inventors prior to the filing of the application, signed copies were not returned. On April 15, 2004 the application was filed without a Declaration form. On June 28, 2004 a "NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION" issued, requesting a properly signed oath or declaration. On July 20, 2004 a Certified Letter (copy attached) was sent to Tsien. Enclosed in this letter were two copies each of the application as filed as well as a Declaration and Power of Attorney form. Tsien was asked to have his clients sign the form and return it to SL&W by August 16, 2004. Repeated phone calls to Mr. Tsien on or about August 10<sup>th</sup>, 11<sup>th</sup> and 13<sup>th</sup> were unreturned. On August 17, 2004 Mr. Onka was able to reach Tsien by phone at which time Tsien acknowledged that he had received the letter and spoke with the inventors regarding its contents. He further stated that "they had not yet decided whether they would cooperate" in the filing of the application forms. When pressed as to what that meant and when a decision might be reached, he replied that the inventors' position was that the application was "filed illegally".

On information and belief, at the time of the invention, Martin and Dunn were Lucent employees, hired to invent. Martin and Dunn invented the subject matter of the application within the scope of their employment. Attached are copies of EMPLOYEE AGREEMENTS which are "intended to formalize in writing certain understandings and procedures of Lucent Technologies Inc." (opening paragraph). Paragraph 3 of this Agreement expressly recites an obligation of the employee to assign his inventions. Martin's Agreement is signed. While Dunn's Agreement is unsigned, it does not relieve him of this duty to assign. As noted above, the document is intended merely "to formalize" his obligation as an employee. Moreover, it is well-settled under various Federal and State laws that even in the absence of an express agreement of assignment, an employer has a right to an employee's inventive work where (as here) the employer specifically employs or directs the employee to exercise his inventive faculties (e.g., *Teets v. Chromalloy Gas Turbine Corp.*, 83 F.3d 403, 407 (Fed. Cir. 1996).

In conclusion, the undersigned has made attempts to have the two co-inventors sign a Declaration in this matter both in initially communicating with them directly and lately through their attorney. Both inventors have refused to sign these application papers. Lucent has

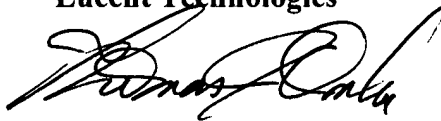
sufficient proprietary interest to justify its filing of the application for patent on behalf of and as agent for all the inventors.

Petitioner respectfully asks that this petition be accepted to preserve the rights of Lucent in this matter.

Sincerely,

**Lucent Technologies**

By

A handwritten signature in black ink, appearing to read "Thomas J. Onka", written over a horizontal line.

Thomas J. Onka  
Attorney for Lucent Technologies, Inc.  
Reg. No. 42,053

Synnestvedt Lechner and Woodbridge LLP  
P. O. Box 592  
Princeton, NJ 08542-0592  
Tel. (609) 924-3773  
Fax (609) 924-1811

RICHARD C. WOODBRIDGE  
THEODORE NACCARELLA\*\*  
THOMAS J. ONKA  
DAVID L. CARGILLE\*

ROY J. ROSSER, PH.D.  
PATENT AGENT

ADMITTED ONLY IN NY  
ADMITTED ONLY IN PA & MA



SYNNESTVEDT LECHNER & WOODBRIDGE LLP  
*A Pennsylvania Limited Liability Partnership*  
*Intellectual Property Law*

RICHARD C. WOODBRIDGE  
PARTNER RESPONSIBLE  
FOR PRINCETON OFFICE

July 20, 2004

**Via Certified Mail**

Christopher C. Tsien, Esq.  
Merrill Lynch Bldg., Suite 1200  
10320 Little Patuxent Parkway  
Columbia, Maryland 21044-3313

Re: Jeffrey Dunn/Cynthia Martin Patent Application  
Our File: 6005-103US

Dear Mr. Tsien:

In your letter of March 11, 2004 you advised us that your firm is representing Mr. Dunn and Ms. Martin. Enclosed please find two copies of the application that we recently filed for which they are co-inventors. Also enclosed is an Oath and Declaration form that we ask you have your clients sign and return to this office no later than August 16, 2004.

Please advise us immediately if for any reason this request cannot be honored.

Sincerely,

SYNNESTVEDT LECHNER & WOODBRIDGE LLP

A handwritten signature in cursive script, appearing to read 'Thomas J. Onka'.

Thomas J. Onka

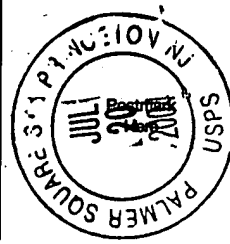
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<b>Total Postage &amp; Fees</b>	<b>\$7.90</b>



<b>Recipient's Name</b>	Christopher C. Tsien, Esq.	(by mailer)
<b>Street, Apt. No., etc.</b>	Merrill Lynch Bldg., Suite 1200	
<b>City, State, ZIP+4</b>	10320 Little Patuxent Parkway Columbia, Maryland 21044-3313	

PS Form 3800, F

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**SENDER:**

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- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

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  - ☐ Restricted Delivery
- Consult postmaster for fee.

<b>3. Article Addressed to:</b>  Christopher C. Tsien, Esq. Merrill Lynch Bldg., Suite 1200 10320 Little Patuxent Parkway Columbia, Maryland 21044-3313		<b>4a. Article Number</b> 7000 0520 0021 9089 3408
<b>4b. Service Type</b> <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD		<b>7. Date of Delivery</b> 7/22/94
<b>5. Received By: (Print Name)</b> Natalie Froman		
<b>6. Signature: (Addressee or Agent)</b> X <i>N. Froman</i>		<b>8. Addressee's Address (Only if requested and fee is paid)</b> _____

PS Form 3811, December 1994

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CHRISTOPHER C. TSIENT  
(MARYLAND & D.C.)

MERRILL LYNCH BUILDING, SUITE 1200  
10320 LITTLE PATUXENT PARKWAY  
COLUMBIA, MARYLAND 21044-3313

TEL 410-997-6870  
FAX 410-997-3780  
E-MAIL [jhulax@erols.com](mailto:jhulax@erols.com)

March 11, 2004

*Tom*

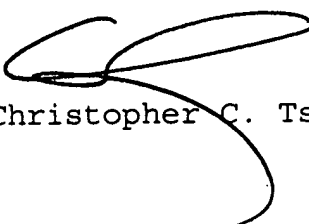
Thomas J. Onka, Esquire  
Synnestvedt Lechner & Woodbridge, LLP  
112 Nassau Street  
Post Office Box 692  
Princeton, NJ 08542-0592

RE: Jeffrey Dunn/Cynthia Martin

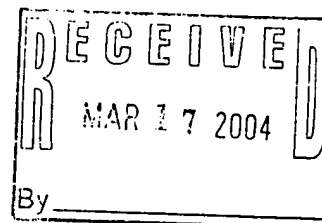
Dear Mr. Onka:

This letter is to inform you that this firm represents Mr. Dunn and Ms. Martin and I will appreciate your addressing all further communications to this firm. Thank you.

Very truly yours,

  
Christopher C. Tsien

CCT:sb



*Jeffrey Turner*  
(INS-40000)

WINSS-6/99)INS

Lucent Technologies  
Bell Labs Innovations



LUCENT TECHNOLOGIES INC.  
INTERNETWORKING SYSTEMS  
EMPLOYEE AGREEMENT REGARDING  
CONFIDENTIALITY AND INVENTIONS

This Agreement is intended to formalize in writing certain understandings and procedures of Lucent Technologies Inc., its subsidiaries and affiliates (the "Company"). I recognize that the Company is engaged in a continuous program of research, development and production respecting its business, present and future.

In return for my new or continued employment by the Company, I acknowledge and agree that

1. Previous Work. All previous work, if any, done by me for the Company relating in any way to the conception, design, development, or support of products for the Company is the property of the Company. Nothing in this provision is intended to create any express or implied claim by the Company to any previous work done by me for any person other than the Company. The Company specifically disavows any interest in any work done by me using the proprietary business information of any entity other than the Company.
2. Confidentiality. I will maintain in confidence and will not disclose or use, either during or after the term of my employment without the prior express written consent of the Company, any proprietary or confidential information or know-how belonging to the Company ("Proprietary Information"), whether or not it is in written or permanent form except to the extent required to perform duties on behalf of the Company in my capacity as an employee. Proprietary Information refers to any information not generally known in the relevant trade or industry, which was obtained from the Company, or which was learned, discovered, developed, conceived, originated or prepared by me in the scope of my employment. Such Proprietary Information includes, but is not limited to software, technical and business information relating to the Company's inventions or products, research and development, production processes, manufacturing and engineering processes, machines and equipment, finances, customers, marketing, and production and future business plans and any other information which is identified as, or understood as being, confidential by the Company. Upon termination of my employment or at the request of my supervisor before termination, I will deliver to the Company all written and tangible material in my possession incorporating the Proprietary Information belonging to the customers and suppliers of the Company who may have disclosed such information to me as the result of my status as an employee of the Company.
3. Inventions. (a) Disclosure and Assignment of Inventions. I will promptly disclose and describe to the Company, and hereby assign and agree to assign to the Company or its designee, my entire right, title and interest in all inventions and practices during the period of my employment with the Company (i) which relate at the time of conception or reduction to the practice of the Invention to the Company's business or actual or demonstrably anticipated research or development, or (ii) which were developed on any amount of the Company's equipment, supplies, facilities or trade secret information, or (iii) which resulted from any work I performed for the Company, whether or not performed during business hours. However, I do not assign or agree to assign any Inventions relating in any way to the Company's business or demonstrably anticipated research and development which were made by me prior to my employment with the Company, which Inventions, if any, are identified on Exhibit A to this Agreement (which exhibit contains no confidential information). I have no rights in any Inventions other than the Inventions specified in Exhibit A. If I do not list any Inventions in Exhibit A, then I acknowledge that none exist.  
  
(b) Definition of Inventions. As used in this Agreement, the term "Inventions" means any new or useful art, discovery, contribution, finding or improvement, whether or not patentable, and all related know-how including, but not limited to, all designs, trademarks, discoveries, formulas, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas, or copyrightable or patentable works, including all rights to obtain, register, perfect and enforce these proprietary interests.  
  
(c) Disclosure of Inventions. I agree to disclose promptly in writing to the Company all Inventions made or conceived by me during the term of my employment, whether or not I believe such Inventions are subject to this Agreement, to permit a determination by the Company as to whether or not the Inventions should be the property of the Company. The Company will receive any such information in confidence.



(d) Shop Rights. I agree that the Company will be entitled to shop rights providing the Company, a non-exclusive, royalty-free and irrevocable (although nontransferable and nonassignable) license to make, use and sell any invention or other protectible development (whether patentable or not) conceived or made by me which is not within the scope of Section 3 (a) but which was conceived or made on the time of the Company with the use of the facilities or materials of the Company or with the use of proprietary information of the Company.

4. Competitive Employment. During the term of my employment with the Company, I will not engage in any employment, consulting or other activity in any business competitive with the Company without the Company's prior written consent.

5. Acts to Secure Proprietary Rights. I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the inventions and shop rights hereby assigned to the Company as set forth in Paragraphs 1 and 3 above. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents and copyrights or other legal proceedings.

6. Non-solicitation. During the term of my employment with the Company and for a period of one (1) year thereafter, I will not solicit or encourage, or cause others to solicit or encourage, any employees of the Company to terminate their employment with the Company.

7. No Conflicting Obligations. My performance of the Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with the Company. I hereby represent that if I obtained any information during my prior employment that my employer indicated was considered confidential and proprietary or that was disclosed to me in a manner that should have made me realize it was so considered, I will not make use of, disclose or induce the Company to use any such confidential and proprietary information during my employment with the Company unless such information: (i) becomes publicly available for reasons other than action on my part; (ii) is independently developed by others at or on behalf of the Company who do not receive access to such information from me; or (iii) is received by the Company from a third party who had lawful possession of such information or ideas and the right to disclose them. I am not a party to any other agreement which will interfere with my full compliance with this Agreement. I will not enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement.

8. Termination of Employment - Delivery of Documents, Data and Proprietary Information upon Termination of Employment. In the event of the termination (voluntary or otherwise) of my employment with the Company, I agree promptly and without request, to deliver to and inform the Company of all documents and data pertaining to my employment and the Company's Proprietary Information, whether prepared by me or otherwise, that has come into my possession. I will not retain any written or other tangible material containing any information concerning or disclosing any of the Company's Proprietary Information. Upon the cessation of my employment, I agree to sign and date a Lucent Technologies Inc. Termination Certification in the following form:

This is to certify that I do not have in my possession, nor have I failed to return, any notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data, documentation or other materials or property, or reproductions of any aforementioned items, belonging to Lucent Technologies Inc., its subsidiaries, affiliates, successors or assigns (together, the "Company").

I further certify that I have complied with all of the terms of the Employee Agreement Regarding Confidentiality and Inventions signed by me, including the reporting of any invention, modification, discovery, design, development, improvement process, software program, work of authorship, documentation, formula, data, technique, know-how, secret or intellectual property conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that I will preserve as confidential all trade secrets or confidential information respecting inventions, products, designs, methods, know-how, techniques, systems processes, software programs, works of authorship, customer lists, projects, plans and proposals, of the Company or any of its employees, clients, consultants or licensees. I further agree that I shall not use or permit to be used any notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data, documentation or other materials, it being agreed that all of the foregoing is and shall remain the sole and exclusive property of the Company.

I further agree that, for one (1) year from this date, I will not hire any employees of the Company and I will not solicit, induce, recruit or encourage any of the Company's employees to leave their employment.

9. At-Will Employment. I understand that employment with the Company is at-will. Employment at-will may be terminated at the will of either the employer or the employee, with or without cause, at any time. I understand that the terms and conditions of my employment with the Company may be modified at the sole discretion of the Company with or without cause and with or without notice. Other than the General Counsel for Lucent Technologies Inc., no one has the authority to make any agreement for employment other than for employment at-will or make any agreement limiting the Company's authority to make any such agreement and then only in writing. No implied contract concerning any employment related decision, or term or condition of employment, can be established by any other statement, conduct, policy or practice. Examples of types of terms or conditions of employment which are within the sole discretion of the Company include, but are not limited to, the following: promotion; demotion; transfers; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; production standards; subcontracting; cessation or expansion of operations; merger or consolidation of operations; determinations concerning the use of equipment, methods or facilities; or any other terms or conditions that the Company may determine to be necessary for the safe, efficient and economic operation of its business.

10. Survival. This Agreement (a) shall survive the termination of my employment by the Company, (b) does not in any way restrict my right or the right of the Company to terminate my employment at any time, for any reason or no reason, (c) is assignable by the Company (in which case the term "Company" herein will only refer to that portion of the assignee's business which is substantially similar to the business conducted by the Company immediately prior to such an assignment) and (d) is binding upon my heirs and legal representatives.

11. Specific Performance. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the Company for which there will be no adequate remedy at law, and the Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

12. Waiver. The waiver by the Company of a breach of any provision of this Agreement by me will not operate or be construed as a waiver of any other or subsequent breach by me.

13. Severability. If any provisions of this Agreement, or the application thereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and application of such provisions shall be interpreted so as to reasonably effect the intent of the parties. Any void or unenforceable provisions of this Agreement shall be replaced with valid and enforceable provisions that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provisions.

14. Governing Law. This Agreement will be construed in accordance with, and governed by the laws of the State of New York as they apply to transactions taking place wholly within New York between New York residents.

15. Entire Agreement. This Agreement represents my entire understanding with the Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral. This Agreement may be amended or modified only with the written consent of both me and the Company. No oral waiver, amendment or modification will be effective under any circumstance whatsoever.

I HAVE FULLY READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO THIS AGREEMENT AS A  
CONDITION OF MY EMPLOYMENT.

\_\_\_\_\_  
Dated

EMPLOYEE:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Printed Name of Employee

**ACKNOWLEDGMENT AND AGREEMENT CONCERNING  
LUCENT TECHNOLOGIES INC.  
INTERNETWORKING SYSTEMS  
U.S. FOREIGN CORRUPT PRACTICES ACT POLICY**

It is the policy of Lucent Technologies Inc. ("Lucent") to abide by all laws of the United States, including the U.S. Foreign Corrupt Practices Act ("FCPA"). In accordance with the FCPA, Lucent does not authorize or condone the making of payments prohibited by the FCPA by either its employees or the parties with whom it conducts business.

As required by the FCPA, I agree that I will not pay, offer or authorize any bribe or make any other unlawful payment on behalf of Lucent. I will not give money or anything else of value in an attempt to unlawfully influence the action of a public official to assist Lucent in obtaining or retaining business outside the United States. I further agree that I will not make any payment to any consultant, agent or any other intermediary with the knowledge that all or any part of the payment will be used for a bribe or otherwise to influence government action.

In the event that I receive knowledge of (or obtain a reasonable suspicion of) a request for, or the actual payment of, a bribe, I will immediately disclose that knowledge or suspicion to an officer of Lucent.

If I should violate Lucent's policy to comply with the FCPA or the specific acknowledgments in this agreement, I acknowledge that Lucent will have the right to take disciplinary action against me, up to and including immediate termination.

  
\_\_\_\_\_  
Employee Signature

Jeffrey H. Dunn  
\_\_\_\_\_  
Printed Name of Employee

12/7/00  
\_\_\_\_\_  
Date

*Cynthia Martin*  
(103-1077)

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Lucent Technologies  
Bell Labs Innovations



LUCENT TECHNOLOGIES INC.  
INTERNETWORKING SYSTEMS  
EMPLOYEE AGREEMENT REGARDING  
CONFIDENTIALITY AND INVENTIONS

This Agreement is intended to formalize in writing certain understandings and procedures of Lucent Technologies Inc., its subsidiaries and affiliates (the "Company"). I recognize that the Company is engaged in a continuous program of research, development and production respecting its business, present and future.

In return for my new or continued employment by the Company, I acknowledge and agree that:

1. Previous Work. All previous work, if any, done by me for the Company relating in any way to the conception, design, development, or support of products for the Company is the property of the Company. Nothing in this provision is intended to create any express or implied claim by the Company to any previous work done by me for any person other than the Company. The Company specifically disavows any interest in any work done by me using the proprietary business information of any entity other than the Company.
2. Confidentiality. I will maintain in confidence and will not disclose or use, either during or after the term of my employment without the prior express written consent of the Company, any proprietary or confidential information or know-how belonging to the Company ("Proprietary Information"), whether or not it is in written or permanent form except to the extent required to perform duties on behalf of the Company in my capacity as an employee. Proprietary Information refers to any information not generally known in the relevant trade or industry, which was obtained from the Company, or which was learned, discovered, developed, conceived, originated or prepared by me in the scope of my employment. Such Proprietary Information includes, but is not limited to software, technical and business information relating to the Company's inventions or products, research and development, production processes, manufacturing and engineering processes, machines and equipment, finances, customers, marketing, and production and future business plans and any other information which is identified as, or understood as being, confidential by the Company. Upon termination of my employment or at the request of my supervisor before termination, I will deliver to the Company all written and tangible material in my possession incorporating the Proprietary Information belonging to the customers and suppliers of the Company who may have disclosed such information to me as the result of my status as an employee of the Company.
3. Inventions. (a) Disclosure and Assignment of Inventions. I will promptly disclose and describe to the Company, and hereby assign and agree to assign to the Company or its designee, my entire right, title and interest in all inventions and practices during the period of my employment with the Company (i) which relate at the time of conception or reduction to the practice of the Invention to the Company's business or actual or demonstrably anticipated research or development, or (ii) which were developed on any amount of the Company's equipment, supplies, facilities or trade secret information, or (iii) which resulted from any work I performed for the Company, whether or not performed during business hours. However, I do not assign or agree to assign any Inventions relating in any way to the Company's business or demonstrably anticipated research and development which were made by me prior to my employment with the Company, which Inventions, if any, are identified on Exhibit A to this Agreement (which exhibit contains no confidential information). I have no rights in any Inventions other than the Inventions specified in Exhibit A. If I do not list any Inventions in Exhibit A, then I acknowledge that none exist.  
(b) Definition of Inventions. As used in this Agreement, the term "Inventions" means any new or useful art, discovery, contribution, finding or improvement, whether or not patentable, and all related know-how including, but not limited to, all designs, trademarks, discoveries, formulas, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas, or copyrightable or patentable works, including all rights to obtain, register, perfect and enforce these proprietary interests.  
(c) Disclosure of Inventions. I agree to disclose promptly in writing to the Company all Inventions made or conceived by me during the term of my employment, whether or not I believe such Inventions are subject to this Agreement, to permit a determination by the Company as to whether or not the Inventions should be the property of the Company. The Company will receive any such information in confidence.

(d) Shop Rights. I agree that the Company will be entitled to shop rights providing the Company a non-exclusive, royalty-free and irrevocable (although nontransferable and nonassignable) license to make, use and sell any invention or other protectible development (whether patentable or not) conceived or made by me which is not within the scope of Section 3 (a) but which was conceived or made on the time of the Company with the use of the facilities or materials of the Company or with the use of proprietary information of the Company.

4. Competitive Employment. During the term of my employment with the Company, I will not engage in any employment, consulting or other activity in any business competitive with the Company without the Company's prior written consent.

5. Acts to Secure Proprietary Rights. I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the inventions and shop rights hereby assigned to the Company as set forth in Paragraphs 1 and 3 above. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents and copyrights or other legal proceedings.

6. Non-solicitation. During the term of my employment with the Company and for a period of one (1) year thereafter, I will not solicit or encourage, or cause others to solicit or encourage, any employees of the Company to terminate their employment with the Company.

7. No Conflicting Obligations. My performance of the Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with the Company. I hereby represent that if I obtained any information during my prior employment that my employer indicated was considered confidential and proprietary or that was disclosed to me in a manner that should have made me realize it was so considered, I will not make use of, disclose or induce the Company to use any such confidential and proprietary information during my employment with the Company unless such information: (i) becomes publicly available for reasons other than action on my part; (ii) is independently developed by others at or on behalf of the Company who do not receive access to such information from me; or (iii) is received by the Company from a third party who had lawful possession of such information or ideas and the right to disclose them. I am not a party to any other agreement which will interfere with my full compliance with this Agreement. I will not enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement.

8. Termination of Employment - Delivery of Documents, Data and Proprietary Information upon Termination of Employment. In the event of the termination (voluntary or otherwise) of my employment with the Company, I agree promptly and without request, to deliver to and inform the Company of all documents and data pertaining to my employment and the Company's Proprietary Information, whether prepared by me or otherwise, that has come into my possession. I will not retain any written or other tangible material containing any information concerning or disclosing any of the Company's Proprietary Information. Upon the cessation of my employment, I agree to sign and date a Lucent Technologies Inc. Termination Certification in the following form:

This is to certify that I do not have in my possession, nor have I failed to return, any notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data, documentation or other materials or property, or reproductions of any aforementioned items, belonging to Lucent Technologies Inc., its subsidiaries, affiliates, successors or assigns (together, the "Company").

I further certify that I have complied with all of the terms of the Employee Agreement Regarding Confidentiality and Inventions signed by me, including the reporting of any invention, modification, discovery, design, development, improvement process, software program, work of authorship, documentation, formula, data, technique, know-how, secret or intellectual property conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that I will preserve as confidential all trade secrets or confidential information respecting inventions, products, designs, methods, know-how, techniques, systems processes, software programs, works of authorship, customer lists, projects, plans and proposals, of the Company or any of its employees, clients, consultants or licensees. I further agree that I shall not use or permit to be used any notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data, documentation or other materials, it being agreed that all of the foregoing is and shall remain the sole and exclusive property of the Company.

I further agree that, for one (1) year from this date, I will not hire any employees of the Company and I will not solicit, induce, recruit or encourage any of the Company's employees to leave their employment.

9. At-Will Employment. I understand that employment with the Company is at-will. Employment at-will may be terminated at the will of either the employer or the employee, with or without cause, at any time. I understand that the terms and conditions of my employment with the Company may be modified at the sole discretion of the Company with or without cause and with or without notice. Other than the General Counsel for Lucent Technologies Inc., no one has the authority to make any agreement for employment other than for employment at-will or make any agreement limiting the Company's authority to make any such agreement and then only in writing. No implied contract concerning any employment related decision, or term or condition of employment, can be established by any other statement, conduct, policy or practice. Examples of types of terms or conditions of employment which are within the sole discretion of the Company include, but are not limited to, the following: promotion; demotion; transfers; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; production standards; subcontracting; cessation or expansion of operations; merger or consolidation of operations; determinations concerning the use of equipment, methods or facilities; or any other terms or conditions that the Company may determine to be necessary for the safe, efficient and economic operation of its business.

10. Survival. This Agreement (a) shall survive the termination of my employment by the Company, (b) does not in any way restrict my right or the right of the Company to terminate my employment at any time, for any reason or no reason, (c) is assignable by the Company (in which case the term "Company" herein will only refer to that portion of the assignee's business which is substantially similar to the business conducted by the Company immediately prior to such an assignment) and (d) is binding upon my heirs and legal representatives.

11. Specific Performance. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the Company for which there will be no adequate remedy at law, and the Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

12. Waiver. The waiver by the Company of a breach of any provision of this Agreement by me will not operate or be construed as a waiver of any other or subsequent breach by me.

13. Severability. If any provisions of this Agreement, or the application thereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and application of such provisions shall be interpreted so as to reasonably effect the intent of the parties. Any void or unenforceable provisions of this Agreement shall be replaced with valid and enforceable provisions that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provisions.

14. Governing Law. This Agreement will be construed in accordance with, and governed by the laws of the State of New York as they apply to transactions taking place wholly within New York between New York residents.

15. Entire Agreement. This Agreement represents my entire understanding with the Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral. This Agreement may be amended or modified only with the written consent of both me and the Company. No oral waiver, amendment or modification will be effective under any circumstance whatsoever.

I HAVE FULLY READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO THIS AGREEMENT AS A  
CONDITION OF MY EMPLOYMENT.

12/8/2000  
Dated

EMPLOYEE

Employee Signature

Cynthia E. Martir  
Printed Name of Employee

ACKNOWLEDGMENT AND AGREEMENT CONCERNING  
LUCENT TECHNOLOGIES INC.  
INTERNETWORKING SYSTEMS  
U.S. FOREIGN CORRUPT PRACTICES ACT POLICY

It is the policy of Lucent Technologies Inc. ("Lucent") to abide by all laws of the United States, including the U.S. Foreign Corrupt Practices Act ("FCPA"). In accordance with the FCPA, Lucent does not authorize or condone the making of payments prohibited by the FCPA by either its employees or the parties with whom it conducts business.

As required by the FCPA, I agree that I will not pay, offer or authorize any bribe or make any other unlawful payment on behalf of Lucent. I will not give money or anything else of value in an attempt to unlawfully influence the action of a public official to assist Lucent in obtaining or retaining business outside the United States. I further agree that I will not make any payment to any consultant, agent or any other intermediary with the knowledge that all or any part of the payment will be used for a bribe or otherwise to influence government action.

In the event that I receive knowledge of (or obtain a reasonable suspicion of) a request for, or the actual payment of, a bribe, I will immediately disclose that knowledge or suspicion to an officer of Lucent.

If I should violate Lucent's policy to comply with the FCPA or the specific acknowledgments in this agreement, I acknowledge that Lucent will have the right to take disciplinary action against me, up to and including immediate termination.

Cynthia E. Martin  
Employee Signature

Cynthia E. Martin  
Printed Name of Employee

12/18/2006  
Date